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DE-AI08-86NV10596

MEMORANDUM OF AGREEMENT
BETWEEN THE
FIELD COMMAND, DEFENSE NUCLEAR AGENCY
AND THE
DEPARTMENT OF ENERGY - NEVADA OPERATIONS OFFICE
FOR
MONITORING THE CACTUS CRATER STORAGE STRUCTURE

THIS MEMORANDUM OF AGREEMENT (hereinafter called "Agreement") entered into by and between the U.S. Department of Energy (hereinafter referred to as "DOE"), represented by the Nevada Operations Office (also referred to herein as "NV") and the Defense Nuclear Agency (hereinafter referred to as "DNA"), represented by Field Command, Defense Nuclear Agency (also referred to hereinafter as "FCDNA").

WITNESSETH THAT:

THIS Agreement supersedes in its entirety Memorandum of Agreement No. DE-AI08-82NV10272, dated 1 June 1981, for monitoring the Cactus Crater Storage Structure.

WHEREAS, DNA was issued Department of the Army Permit No. PODCO-0 1300S to dispose of radiologically contaminated soil and debris in a structure erected on Cactus Crater, Runit Island, Enewetak Atoll, Marshall Islands, and

WHEREAS, in accordance with said permit, DNA is responsible for ensuring that the Cactus Crater Storage Structure is monitored for the protection of the Enewetak people until the United States responsibilities under the United Nations trusteeship are terminated, and

WHEREAS, DOE, by means of its contractors, currently conducts periodic surveys of radiological conditions at Enewetak Atoll, and

WHEREAS, DNA monitoring requirements may be accomplished by the DOE contractors in conjunction with the periodic DOE surveys

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - GENERAL

- a. In the administration and coordination of support to be provided hereunder, the Director, Pacific Area Support Office (PASO) of DOE and the Director of Logistics (FCL), of FCDNA, are designated operational representatives of their respective agencies. These representatives are responsible for implementation of this Agreement and joint interpretation of this Agreement

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and are authorized to issue operational procedures within the general policy and principles of this Agreement.

- b. This Agreement is effective and shall continue in effect for an indefinite period. It will be reviewed triennially by each party to evaluate its effectiveness and to determine need for modification. It may be terminated by mutual consent or by either party after provision of not less than 180 days advance notice.

ARTICLE 2 - FINANCE

- a. Support provided FCDNA by DOE-NV and reimbursement thereof shall be in accordance with the provisions of Section 601, Economy Act of June 30, 1932, as amended (31 USC 686). Advance payment will be made upon specific request of DOE-NV. Billings against this advance payment will include an accounting breakout of the costs incurred. Annual reimbursement by FCDNA will not exceed \$15,000.
- b. FCDNA will reimburse DOE-NV for the net additional cost of routine and special monitoring as identified in Article 3 below. Billings will be rendered to FCDNA by DOE-NV on Standard Form 1080 and payment thereof shall be made within 10 days following receipt of the billings by FCDNA.
- c. DOE-NV will provide FCDNA (FCCF) an annual estimate of reimbursable costs for budget purposes. This estimate will be provided by 1 June each year and when approved, will not be exceeded without prior approval of FCDNA.

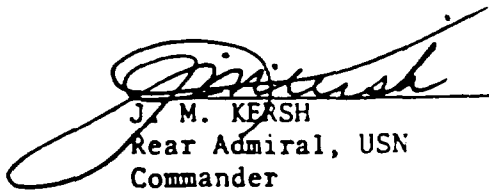
ARTICLE 3 - MONITORING SUPPORT

- a. DOE-NV will provide the services of its contractors to monitor the Cactus Crater Storage and provide results as follows:
 - (1) An annual routine monitoring will be accomplished by DOE contractors. Special monitoring will be accomplished following major local storms or other major events in the vicinity of Runit Island.
 - (2) For proper monitoring of the Cactus Crater Storage Structure, it is intended that one or two individuals go out to the site, make a visual inspection and take photographs of the cap, edges and top. This evaluation will be limited to determining the fundamental integrity of the cap by noting if obvious deformations of the cap or erosion of its edges have occurred remembering that the cap's purpose is to keep people out.
 - (3) The individuals doing the monitoring or evaluation are not required to be engineers as such. Observation and recording of shrinkage cracks, spalling, or minor differential settlement is not required. Surveys to check elevations are not required. If any obvious change in the cap's condition does occur, FCDNA will be notified, who will in turn notify the Corps of Engineers to perform an actual engineering evaluation.
 - (4) Written results of each monitoring will be forwarded to FCDNA (ATTN: FCL) within 30 days after the completion of the survey. Results will

include pertinent photographs and such drawings as may be required to identify the location and extent of any unusual conditions.

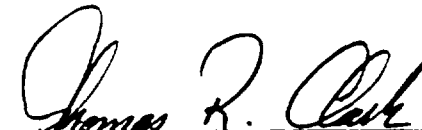
- b. Other special monitoring of the structure will be conducted when and as the operational representatives designated in Article 1 may agree.

APPROVED
FIELD COMMAND
DEFENSE NUCLEAR AGENCY


J. M. KERSH
Rear Admiral, USN
Commander

Date: 24 JUNE 1986

APPROVED
NEVADA OPERATIONS OFFICE
U.S. DEPARTMENT OF ENERGY


THOMAS R. CLARK
Manager

Date: July 18, 1986